

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of :**

Café Aristide, Inc.  
t/a Café Aristide

Application for a Retailer's Class CR License  
(new)

2431 – 18<sup>th</sup> Street, Northwest  
Washington, D.C.

Case no. 50033-00003P

**Linda E. Softli, Chair, Advisory Neighborhood Commission 1C, Andrew J. Miscuk, Advisory Neighborhood Commission 1C, Vice Chair, and W. Richard Mason, Secretary, Advisory Neighborhood Commission 1C, Protestants**

**Leul D. Haile, President, on behalf of Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey E. Thompson, Member**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

The matter, having been protested, came before the Board for public hearing on November 24, 1999, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Linda E. Softli, Chair, Advisory Neighborhood Commission 1C, Andrew J. Miscuk, Advisory Neighborhood Commission 1C, Vice Chair, and W. Richard Mason, Secretary, Advisory Neighborhood Commission 1C, filed a joint protest letter dated November 5, 1999.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated February 2, 2000, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Café Aristide, Inc.  
t/a Café Aristide  
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Accordingly, it is this 28<sup>th</sup> day of JUNE 2000, **ORDERED** that:

1. The opposition of Linda E. Softli, Chair, Advisory Neighborhood Commission 1C, Andrew J. Miscuk, Advisory Neighborhood Commission 1C, Vice Chair, and W. Richard Mason, Secretary, Advisory Neighborhood Commission 1C, be, and the same hereby, is **WITHDRAWN**;

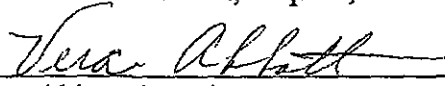
2. The application of Café Aristide, Inc. t/a Café Aristide for a retailer's class CR license (new), located at 2431 - 18<sup>th</sup> Street, N.W., Washington, D.C., be, and the same hereby, is **GRANTED**;

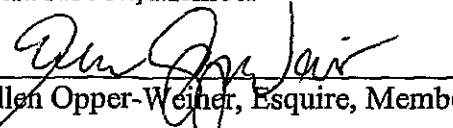
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,

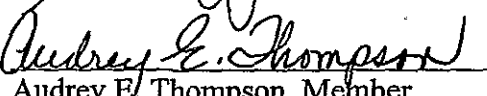
4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chair

  
Vera Abbott, Member

  
Ellen Oppenheimer, Esquire, Member

  
Audrey E. Thompson, Member

AGREEMENT

Made this 2 day of November, 1999, by and between San Marzano, LLC ("the Applicant"), t/a San Marzano, and Advisory Neighborhood Commission ("ANC") 2E ("the ANC").

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control (ABC) Board is the Applicant's application for transfer of a Retailer's Class CR license to 3282 M Street, N.W. (ABC Application No. 50033); and,

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the applicant's operational plans;


NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. In recognition of the value that Georgetown's historic and aesthetic character brings to business operations and residents alike, the Applicant agrees to maintain the licensed property in full compliance with the decisions of the Old Georgetown Board, the Commission of Fine Arts, and the Historic Preservation Review Board.
2. The Applicant agrees to introduce no new neon signs either in its windows or visible from the opposite side of the facing street.
3. The Applicant agrees to keep from the windows of the premises all promotional signs (excepting menu displays), banners, inflatable devices, and such other items, other than those specifically tied to a seasonal sale or celebration; these seasonal items shall be on display for no more than 30 days.

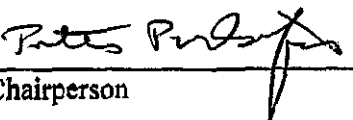
4. The Applicant agrees that external seasonal decorations (such as holiday lights in the Christmas/Hanukkah tradition) shall be utilized for no more than eight weeks.
5. The Applicant agrees that, out of regard for the health of employees, patrons, and the citizens of the community, all applicable regulations regarding waste, sanitation, litter, and vector control shall specifically be complied with.
6. The Applicant agrees that no use of public space shall be initiated without specific application to and approval by the Public Space Committee of the Department of Public Works; any subsequent use of public space shall be strictly in conformity with DPW standards.
7. In consideration of, and in reliance upon, the commitments reflected in paragraphs 1 through 6 above, the ANC shall refrain from filing a protest of Applicant's pending license application, conditioned upon incorporation of the terms of this Agreement in the Board's order approving said application, as provided at 23 DCMR §1513.3.
8. The parties further agree that any failure of applicant to adhere to the foregoing commitments will constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR § 1513.5. Prior to filing of any such petition, however, the ANC shall provide Applicant ten (10) days prior written notice of the perceived violation, in order to afford Applicant opportunity to cure such violation.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the  
year and day first above-written.

SAN MARZANO, LLC

By:   
DAN JONES  
BUSINESS OPERATIONS MGR.

ADVISORY NEIGHBORHOOD  
COMMISSION

By:   
Chairperson

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**AGREEMENT DATED FEBRUARY 2, 2000 BETWEEN  
Advisory Neighborhood Commission 1C and Café Aristide**

The undersigned Advisory Neighborhood Commission hereby withdraws its protest and opposition to application # 50033 of Café Aristide, Inc., t/a Café Aristide ("Licensee") for a license to serve alcoholic beverages under the following conditions:

**1) Hours of operation.**

*Indoor Operation:*

Sunday - Wednesday 11 a.m. – midnight

Thursday 11 a.m. – 2:00 a.m.

Friday - Saturday 11 a.m. – 3:00 a.m.

*Outdoor Patio Operation:*

The outdoor patio shall close at least one hour before indoor operation. Patio must close by midnight on Thursday evenings.

Music. Live Jazz and other music may be made available for the entertainment of indoor patrons at any time during operating hours.

Alcoholic Beverages and Kitchen Hours. Licensee shall not serve alcoholic beverages prior to 11:00 a.m. Monday through Sunday. Food service shall be available at all times that alcoholic beverages are served. The full menu shall be available and the kitchen shall be open from opening daily through 11:00 p.m. Sunday through Wednesday and through midnight Thursday through Saturday. After the kitchen is closed, there shall be a limited food service menu available until closing.

**2) Seating Capacities.** Bar counter capacity shall be 14 stools, main restaurant area will accommodate approximately 36 seats, and mezzanine will seat 20. Indoor capacity is not to exceed 70 seats. The outdoor seating capacity shall not exceed 16 seats.

**3) Noise Suppression.** Sound emanating from any part of the establishment shall not be audible outside when the door is closed. The door shall not be propped open during operating hours.

**4) Valet Parking.** In no event will licensee use valet parking to park a patron's car on a public street.

**5) Trash.** Licensee will provide for regular trash/garbage removal (at least 3 times per week if Licensee maintains a large, e.g. 4 yard dumpster, or 5 times per week if it maintains a small dumpster that fills more frequently). Licensee shall see that trash and dumpster areas remain clean, the dumpster lid is kept tightly closed and incapable of

being entered by vermin. Licensee shall not deposit grease and oils in the trash dumpster but will provide for proper removal of such materials.

Licensee shall maintain free of trash and litter the public space and street adjacent to the front of its premises in compliance with all applicable DC regulations, including sweeping as often as needed (minimum twice daily).

**6) Other conditions as follows:**

*Matters Pertaining to Araya*

Araya Woldu – the former owner of Café Lautrec located at the same address - shall not be involved, directly or indirectly, either paid or unpaid, in the management or operation of the establishment. Araya Woldu shall not have any position, directly, or indirectly, either paid or unpaid, that influences the management or operation of the establishment

The Licensee shall be prohibited from selling, assigning, leasing or otherwise transferring any indicia of ownership of the license to Araya, directly or indirectly (including to any corporation, partnership or other enterprise in which Araya has any interest)

*Changes*

The undersigned further agree that this Agreement may be reviewed and amended in whole or in part by mutual agreement. Licensee agrees to notify the undersigned Advisory Neighborhood Commission in advance of any contemplated change to the matters contained in this agreement and at least 45 days in advance of any contemplated change of the ownership of Licensee.

*Lautrec Mural*

Licensee shall maintain the mural of Toulouse Lautrec on the face of its establishment.

For Licensee:

For ANC 1C

*Gene Rawit 02/02/00 Linda E. Soffer 2/2/00*

*this Agreement may not be modified or amended  
without approval of the DC ABC Board*

*[Signature]*  
Roderic L. Wardson  
chair  
DC ABC Board